

1885-017 Chancery Causes: Milton B. Fleenor vs. Elias Bowman
Lee Co.

CA-Contract Dispute
T-Property

-Deed

To the Honorable John S. Kelly Judge
of the Circuit Court of Lee County Va.

Humbly complaining your orator, Milton B. Flemer would respectfully show your Honor that sometime in Winter of 1884 he sold by verbal contract, to one Elias Bowman a lot or parcel of land situated in said County some 3 Miles North West of Jonesville, containing 5 acres. For a more particular description of said land reference is made to the deed of your orator and wife conveying said land to the said Bowman which is now filed marked "A." For this Tract of land the said Bowman agreed to pay your orator the sum of \$90.50 which sum was to be paid when demanded or as soon as your orator made him a deed of conveyance with covenants of General Warranty, At the time said ~~contract~~ was made your orator sent the said Bowman in possession of said land where he has remained ever since, using cultivating, and claiming it as his own.

Your orator will now show your Honor that the said Bowman upon his part has failed to comply with his contract

that he has failed to pay your orator for
said land when ~~payment~~ thereof has
been often and repeatedly demanded but
that instead of paying for the same he
has only paid your orator the sum of
\$65⁰⁰. or thereabouts, and that the residue
thereof, to wit, the sum of \$35⁰⁰, is still due
your orator, that he has repeatedly de-
manded payment of this sum and that
payment thereof has been as often refused
that he has made and tendered a deed
to the said Bowman with covenants of
general Warranty, in which his wife
joined that said deed complies in all
particulars with his said contract, that
when said deed was prepared he tendered
it to said Bowman, and demanded pay-
ment of the balance due him, that said
Bowman was willing to accept said deed
but that he failed to pay your orator the
balance due him, that he files this
deed with this bill, (heretofore refused to &
moved "A") to be delivered to the said
Bowman when the balance of said pur-
chase money is paid to him.

Now the object of this bill is to have
specific execution of said contract and
to compel the said Bowman to pay ~~the~~

to your orator the balance due him and
being without adequate remedy at law
he prays that your Honor take cognizance
of his case and grant him the relief
necessary to his case, to this end he makes
Elias Bowman the party defendant to
this Bill and prays that he be required
to answer its several allegations on oath
that specific execution of said contract
be enforced and that the said Bowman
be compelled to pay your orator the balance
due him for said land and that if he
fails to do so that said land be sold
and the balance due him be paid out
of the proceeds of said sale and for other
and further general relief

May Spu issue &c.

Mr. B. Flemer by
C. T. Duncan his
Att'y.

Milton B Fleener

78- $\frac{1}{2}$ Bill in Chcy

Elias Bowman

1885: June Bill Filed

" July Spa Exd & Dchsi

" Aug D. Nisi Confd &
Cause set for hearing.

~~Nov Continued~~

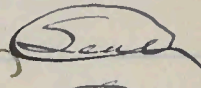

Sept. Octo. Nov. Decr

Continued, Jan'y

Dismissed by Jff.

This deed made This 29th day of June 1888 by and between Milton B. Flemer and Sarah Flemer his wife of the County of Lee and State of Virginia of the one part and Elias Bonham of the County and State aforesaid of the other part. Witnesseth, That for and in consideration of the sum of Ninety dollars cash in hand paid the receipt of which is hereby acknowledged, the said Milton B. Flemer and Sarah his wife have this day bargained and sold and by these presents doth convey to the said Elias Bonham a certain lot tract or parcel of Land situated lying and being on the Chestnut ridge in said County about 3 Miles North West of the town of Foursville and on the road leading from the Foursville Camp Ground to Sugar Run containing five acres. and bound all as follows to wit Beginning at a Stake at the South West corner of the garden fence. and on the edge of the Sugar run road thence Northward by with said road and said garden fence to a Stake in the line of James Sarriso's land, and thence with his line Eastwardly to a line of the lands of Lewis M. Wise and with the line of the latter to a Stake at a point far enough back so that a line run from said point parallel with the first mentioned line to the fence on the South of said lot or parcel of Land will include five acres in said boundary. and from

thence with said June to the beginning to have
and to hold said lot tract or parcel of land
to him the said Elias Bowman and his heirs
forever, and the said Milton B. Fleenor and
Sarah Fleenor his wife covenant to and with the
said Elias Bowman and his heirs that they
will warrant generally the land hereby convey-
ed. Witness the following signatures
and date this the day and date first above
written.

Milton B. Fleenor, 
Sarah Fleenor 

Virginia. Lee County to wit:

I, John R. Gibson clerk of Lee County
Court in the State aforesaid do certify
that Milton B. Fleenor and Sarah Fleenor
his wife whose names are signed to the
foregoing deed bearing date June 27th 1888
this day personally appeared before me
in my county aforesaid and acknowl-
edged said deed to be their joint act
and deed and the said Sarah Fleenor
wife of the said Milton B. Fleenor being
examined by me privily and apart from
her said husband and having said
deed read and fully explained to her,
she the said Sarah Fleenor declared

that she had willingly executed the
same and wished ^{not} to retract it.

Given under
my hand this the 6th day of July 1885.

John R. Gibson Clerk
of Lee County Court.

Elias Bowman
Trinity Seed
W. B. Fleener Turf.

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

Elias Bowman

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in
July next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against
him, by

Milton B. Fleenor

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,
this *4th* day of *July*, 188*5*, in the 10*9* year of the Commonwealth.

J. A. G. Hyatt, Clerk.

A Copy---Teste:

60
Milton B. Fleenor
vs 3 Spa in Chcy
Elias Bowman

To July Rules 1886.

Executed by handing to
Elias Bowman a true
office copy of the within
S. H. Boring & S